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## 1959 CONTRACT

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# PIETERS-WHEELER SEED COMPANY

GILROY, CALIFORNIA

WHOLESALE GROWERS

of

HIGH QUALITY

### GARDEN SEEDS

Since 1910

OTHER GROWING STATIONS Clarksburg, California—Caldwell, Idaho

The Mark



of Quality

## NOTICE

#### **TERMS**

30 Days Net — or 11/2% discount on seed for cash within 10 days. 8% interest charged on overdue accounts

A packing charge of 15 cents per item exclusive of the container will be made on each unit when less than 50 pounds of an item is ordered. Also on orders where the invoice value is less than \$50.00 total for seed, a service charge of 10% of the invoice value or a flat \$2.50, whichever is the smaller, will be charged. Bags net cash: Not returnable.

## Special Orders

# **Vegetable Seeds of Quality**

For many years this firm has selected and will continue through our extensive trial ground program to develop and breed strains of Beet, Carrot, Lettuce, Onion and other important varieties that are unsurpassed in quality. "QUALITY THAT NEVER STOPS GROWING."

The varieties offered in this list are all select strains, critically rogued, cleaned and prepared for shipment with every possible care and safeguard to prevent any sort of a mixture.

To the best of our knowledge, there are no better strains obtainable. You have our assurance that they will give your most critical trade complete satisfaction.

Just "any" seed may cost you less, but QUALITY WILL PAY IN THE LONG RUN

Our 49th Year

We Respectfully Solict Your Business

# PIETERS-WHEELER SEED COMPANY

#### BEET

1	Crosby's Egyptian	
	Detroit Dark Red	
	Detroit Dark Red, Short Top	
	Early Blood Turnip	
	Early Wonder	2 50 6
	Asgrow Wonder	
	Early Wonder, Green Top	
	Extra Early Flat Egyptian	
	Perfected Detroit	
	Green Top Bunching	
	Winter Keeper	
	Mangal and Swice Chard	

Mangel and Swiss Chard

#### CABBAGE

#### EARLY VARIETIES

 Copenhagen Market
 Early Jersey Wakefield
 Golden Acre
Round Dutch
LATE VARIETIES
Dowish Dallhard Chart Chart

LATE VARIETIES					
<b>I</b>	anish Ballhead Short Stem				
I	ate Flat Dutch				
P	enn State Ballhead				

#### CELERY

Golden Self Blanching
Giant Pascal
SPARTAN 162
Summer Pascal [WALTHAM STRAIN]
Utah Pascal No. 15
Tall Utah 52-70
Tall Utah 52-70H
Celeriac, Giant Prague

Miscellaneous-Please See Page 8

#### CARROT

***************************************	Chantenay Long Type
	Chantenay Red Cored
	ROYAL CHANTENAY
***************************************	Danver's Half Long
	Danver's H.L. Red Cored
	Gold Pak
	Hutchinson (Waltham Strain)
	Imperator
	Imperator Long Strain
	Long Orange Improved
	Morse's Bunching
	Nantes, Coreless
	NANTES, LONG STRAIN
	Oxheart
	St. Valery
i i	Tendersweet
	Touchon
	WALTHAM HICOLOR
***************************************	White Belgian
	White Mastadon

#### **ENDIVE**

	Broad Batavian, Full Hearted
	Florida Deep Hearted
	Green Curled
•••••	Green Curled, Red Ribbed
***************************************	Green Curled Pancalier
	Green Curled Ruffec

Miscellaneous-Please See Page 8

#### LETTUCE

 All Year Round, b. s	
 Bibb, b. s	
 BIBB, SLOW BOLTING, b. s.	
 Big Boston, w. s	
 Black Seeded Simpson, b. s.	
 Chicken, w. s.	
 Crisp As Ice, b. s.	
 Early Curled Simpson, w. s	
 Grand Rapids, b. s	
 Grand Rapids, b. s(Tip Burn Resistant)	***************************************
 Grand Rapids, b. s(Washington Strain)	
Hanson, w. s.	
 A STREET TO STREET WATER OF THE STREET	
 2012	
MIGNONETTE, (Bronze) b. s.	
New York, P-W, No. 12, w. s.	
 New York, P-W, No. 199, w. s.	
 New York, P-W, No. 515, w. s.	
 New York, P-W, No. 55, w. s.	
 Paris White Cos, w. s	
 Parris Island Cos, w. s.	
 Dark Green Cos, w. s	
 Prizehead, w. s	
 RUBY, w. s. (All America)	************
 Salad Bowl, b. s	
 Slobolt, b. s.	
 Sweetheart, w. s.	**************
 Wheeler's Tom Thumb, b. s	
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Miscellaneous-Please See Page 8

#### LETTUCE CONTINUED

************	White Boston, w. s.
	White Boston Cornell No. 43
	Cornell, No. 456, w. s.
	GREAT LAKES, w. s.
	GREAT LAKES "B" STRAIN
	Great Lakes 118, w. s.
	Great Lakes R-200, w. s.
	Great Lakes 659, w. s.
	Premier Great Lakes, w. s
	Pennlake, w. s.
	Merit (U.S.D.A. 3186), b. s
	Imperial 44, w. s.
	Imperial 101, w. s.
	Imperial 615, w. s.
	Imperial 847, b. s
***************************************	Progress, w. s.
	MOSAIC INDEX
1	Great Lakes, w. s.
	Great Lakes 66, w. s
	Great Lakes 118, w. s
	Great Lakes R-200, w. s
	Great Lakes 366, w. s
	Great Lakes 659, w. s
1	Golden State "A", b. s.
	Merit (U.S.D.A. 3186), b. s
	30,000

#### MUSTARD

 Fordhoo	ok or O	strich	Plume		
ECOMMEND S					
 Souther	n Giant	Curle	d L. S		
 Florida	Broad	Leaf			
				*****	****

Miscellaneous—Please See Page 8

#### ONION

Australian Brown	
Brigham Yellow Globe	
Crystal Wax	
Downing's Yellow Globe	20 year 12 la 12 12
Early White Globe	
Early Yellow Globe	
Ebenezer White	
Ebenezer Yellow	
Eclipse L 303	
Excel. 986	
Iowa No. 44	
Large Red Wethersfield	
Southport Red Globe	
Southport White Globe	
Southport Yellow Globe	
Southport Green Bunching	
Texas White Grano	
Texas Yellow Grano 502	
White Portugal	***************************************
White Sweet Spanish	
White Spanish Green Bunching	The same of the sa
White Spanish—Jumbo	
Yellow Bermuda	
Yellow Globe Danvers	
Yellow Sweet Spanish	
PARSNIP	

 All America	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Harris Model	The second second second
Hollow Crowned	
Improved Guernsey	

Miscellaneous-Please See Page 8

#### VARIETY

#### HYBRID ONION Yellow Spanish Hybrid ..... P.-W., No. 160 ....Abundance ..... Elite ....Epoch ....Granex White ....Granex Yellow PARSLEY ....Evergreen ....Double Curled ..... .... Hamburg Parsnip Rooted ....Moss Curled ..... ....Perfection ....Plain ....Triple Curled RADISH ....Cavalier ..... ....Cal. Mammoth White ..... ....Champion ....Cherry Belle ..... ....Chinese White or Celestial ....China Rose Winter ....Comet ..... .... Crimson Giant ....Early Scarlet Globe M. T. .... ....Early Scarlet Globe S. T. ....French Breakfast ...Icicle .... ....Long Black Spanish ....Long Scarlet, Short Top ....Sparkler ....White Tipped Scarlet Turnip ......

Miscellaneous—Please See Page 8

#### **MISCELLANEOUS**

### DILL ....Long Island Mammoth ..... LEEK ....American Flag MANGEL .....Mammoth Long Red ...... SALSIFY ......Mammoth Sandwich Island .... SWISS CHARD .....Fordhook Giant .... Lucullus ..... Large White Rib Smooth Leaf ....Rhubarb Chard RUTABAGA ......American Purple Top ..... ....Waltham Yellow Globe ........Waltham Bristol White ...... TURNIP ....Purple Top White Globe ...... SWEET PEAS

.....Supreme Spencer Mixed ......

#### TERMS:

Our terms to firms of approved credit are 30 days Net Acceptance, or 1½ per cent Discount for cash inside of 10 days from date of invoice, F.O.B. growing station. 8 per cent interest charged on overdue accounts. Bags at Market Value not returnable.

#### CONDITIONS OF SALE:

We will continue to book contracts only as long as we have sufficient acreage, under normal conditions, to produce quantities sold. All sales subject to confirmation.

# ALL SALES MADE SUBJECT TO CUSTOMARY DISCLAIMER OF THE SEED TRADE

We warrant to the extent of the purchase price that seeds we sell are as described on the container within recognized tolerances. We give no other warranty, express or implied.

#### CORRESPONDENCE SOLICITED

#### Pieters-Wheeler Seed Company

(Incorporated 1910)

GILROY, CALIFORNIA

Cable Address: Wheeler, Gilroy Codes: Am Seed A.B.C.—5th Edition

#### This Agreement

MADE IN DUPLICATE

by and between

#### Pieters-Wheeler Seed Company

a corporation, of Gilroy, California, hereinafter called the Seller.

and of

#### hereinafter called the Purchaser.

#### WITNESSETH

1. Seller agrees to sell and deliver and purchaser agrees to accept and pay for the varieties of seeds in the amounts, at the prices set forth in attached pages, and subject to the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be planted during the season of 1959 an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which, toof seed of the varieties herein named which, together with such varieties of seeds previously grown by, or for, the seller, and now on hand, will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvested, such seeds in good merchantable condition as herein defined, F.O.B. growing station, containers extra at market value and not returnable. The terms "in good merchantable condition" is defined as seeds properly cleaned for seeding purposes, approximately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller

crops planted, or caused to be planted by the seller for the purpose of producing the variety of seeds herein named, or, in case of damage to, or destruction of seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident, or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of

seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered by a trade acceptance due and payable net 30 days from date of shipment, or by cash in U. S. funds within 10 days from date of shipment, less a discount of 1½%. Purchaser shall pay interest at

the rate of 8% per annum on any overdue pay-

ments of purchase price.

ments of purchase price.

If, at any time the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seed in advance of shipment, less a cash discount of 1½%, and if such payment is not made within ten (10) days from receipt of such demand for payment, this agreement shall thereupon be

for payment, this agreement shall thereupon be deemed to be breeched by the purchaser.

5. Except as herein otherwise expressly provided, the seller warrants to the extent of the purchase price that seeds sold are as described on the container within recognized tolerances. We give no

other warranty, expressed or implied.

6. Purchaser's claims for shortage of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of

7. If the production of the within mentioned goods be prevented by any condition existing from a state of war, strike, or by any act of God, seller shall not be liable therefor. Or, if the cost of producing, processing or merchandising the within mentioned goods be increased directly or indirectly, from any of the above mentioned causes or by any act of government controlled prices were being any act of government controlled prices, such increase shall be paid by the purchaser to the seller. If the parties cannot agree on the amount of said increase that question shall be arbitrated as set out in Para-

that question shall be arbitrated as set out in Paragraph No. 8 of our contract conditions.

8. If the cost of producing, processing or merchandising the within mentioned seed is increased by seller's payment of sales taxes or by his compliance with Federal or State laws or Regulations enacted or promulgated subsequent to the date of this contract such increase shall be paid by the purchaser to the seller; and if the parties cannot agree on the amount of said increase, that question shall be submitted to the Arbitration Committee of the American Seed Trade Association for arbitration and award, which award will be made forthwith by the purchaser.

In Witness Whereof, the parties have hereunto set their hands on the day and year first above written.

-	PIETERS-WH			ANY he Seller
Ву				
Buy	on			
- Duy				
Ву		A A A	et a but a skeet care	 urchaser

#### SHIPPING INSTRUCTIONS

DATE	•••
ADDRESS (if different than mailing)	
SHIP VIA	
R. R. FREIGHT  TRUCK FREIGHT  EXPRESS  PARCEL POST	
SPECIAL ROUTING	
Special Instructions	
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#### SPECIAL STRAINS

If you have developed or have stock seed items which are especially adapted to your section or to the trade which you serve, we shall be glad to grow for you on contract from your planting stock. This offer is restricted to varieties on which seed can be successfully produced at one of our present growing stations.

If interested please write for details.

# SEED GROWING CONTRACT

1959

# PIETERS-WHEELER SEED COMPANY

GILROY, CALIFORNIA

Telephone Vinewood 2-3221

Cable Address "WHEELER GILROY"

WHOLESALE GROWERS

of

HIGH QUALITY

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OTHER GROWING STATIONS Clarksburg, California — Caldwell, Idaho

Our 49th Year





of Quality